

APPROVAL OF CONSENT AGENDA

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Giovanni Moss, Director, Housing and Community Development,
954-797-1226

PREPARED BY: Burton Spiwak, Programs Specialist, Housing and Community
Development

SUBJECT: Resolution authorizing the Mayor to execute a Sub-Recipient
Grant Agreement with the Crisis Housing Solutions, a division of Adopt a Hurricane
Family Inc.

AFFECTED DISTRICT: Town Wide

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: GRANT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A SUB-RECIPIENT GRANT AGREEMENT WITH CRISIS HOUSING SOLUTIONS, A DIVISION OF ADOPT A HURRICANE FAMILY INC. TO ADMINISTER AN ADDITIONAL \$540,000 IN FUNDING TO THE TOWN'S 2005 DRI MOBILE HOME REPAIR/REPLACEMENT PROGRAM TO ASSIST DAVIE HURRICANE WILMA VICTIMS UNDER THE 2005 CDBG DISASTER RECOVERY INITIATIVE (DRI) AND PROVIDING FOR AN EFFECTIVE DATE.

EXECUTIVE SUMMARY: On December 5, 2007 the Town Council approved Resolution 2007-336 authorizing the Mayor to execute a Sub-Recipient Agreement between the Town and Adopt a Hurricane Family, Inc. to administer the Town's Mobile Home Repair/Replacement Program to assist Davie's Hurricane Wilma Victims under the 2005 CDBG Disaster Recovery Initiative (DRI). Adopt a Hurricane Family, Inc. successfully assisted 73 Davie Hurricane victims utilizing \$1,275,000 of DRI funds. Additional funds in the total amount of \$540,000 have become available and been allocated to continue to assist the Town's Hurricane Wilma victims. Crisis Housing Solutions, a division of Adopt a Hurricane Family, Inc. a not-for-profit HUD Housing Counseling Agency was selected through a competitive process as the Mobile Home Repair/Replacement Program's Administrator. By Resolution No. 2010-95, approved May 5, 2010 the Town Council approved the selection of Crisis Housing Solutions to administer the additional \$540,000 in 2005 DRI funds and authorized the Town Administrator or his designee to negotiate an agreement. A minimum of 18 households

will be assisted during the term of this Agreement. This arrangement fills a need in the community that results in great benefit to the residents of Davie.

KEY POINTS:

- **Between 2007-2008 Adopt a Hurricane Family (AHF) assisted 73 Davie Hurricane victims through the Town's Mobile Home Repair/Replacement Program**
- **By Resolution 2010-95 the Town selected Crisis Housing Solutions a division of AHF as the Program Administrator to administer an additional \$540,000 to assist 18 additional Davie Hurricane Victims**

CONCURRENCES:

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$540,000 in CDBG DRI funds

Account name and number: 011-1603-554-03.06

If no, amount needed: \$

What account name and number will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution

Attachment(s): Resolution, Sub-Recipient Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A SUB-RECIPIENT GRANT AGREEMENT WITH CRISIS HOUSING SOLUTIONS, A DIVISION OF ADOPT A HURRICANE FAMILY INC. TO ADMINISTER AN ADDITIONAL \$540,000 IN FUNDING TO THE TOWN'S 2005 DRI MOBILE HOME REPAIR/REPLACEMENT PROGRAM TO ASSIST DAVIE HURRICANE WILMA VICTIMS UNDER THE 2005 CDBG DISASTER RECOVERY INITIATIVE (DRI) AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 19, 2007, the Davie Town Council approved the Disaster Recovery Initiative Agreement between the Town and Broward County by Resolution No. 2007-263; and

WHEREAS, on December 5, 2007, the Davie Town Council approved a Sub-Recipient Agreement to administer the Town's Mobile Home Repair/Replacement Program between the Town and Adopt a Hurricane Family, Inc. by Resolution 2007-336; and

WHEREAS, additional 2005 DRI funds have become available and been allocated in the amount of \$540,000 to continue the Mobile Home Repair/Replacement Program; and

WHEREAS, the \$540,000 in 2005 DRI funds will assist an additional 18 Davie Hurricane Victims; and

WHEREAS, on May 5, 2010, by Resolution No. R-2010-95, approved May 5, 2010 the Town Council approved the selection of Crisis Housing Solutions to administer

the additional \$540,000 in 2005 DRI funds and authorized the Town Administrator or his designee to negotiate an agreement; and

WHEREAS, Crisis Housing Solutions is a Division of Adopt a Hurricane Family, Inc. which successfully administered the Davie 2005 DRI Mobile Home Repair/Replacement Program; and

WHEREAS, an agreement between the Town and Crisis Housing Solutions has been negotiated and the Town of Davie believes that such an agreement will be beneficial to all parties and will fill a need in the community and will result in great benefit to the residents of the Town of Davie; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Mayor or her designee is hereby authorized to execute the Sub-Recipient Agreement between the Town of Davie and Crisis Housing Solutions to administer the Town's 2005 DRI Mobile Home Repair/Replacement Program in the additional amount of \$540,000.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2010

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2010

AGREEMENT

between

TOWN OF DAVIE

and

CRISIS HOUSING SOLUTIONS

A DIVISION OF ADOPT A HURRICANE FAMILY, INC.

for

2005 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) DISASTER

RECOVERY INITIATIVE (DRI) FUNDS TO ADMINISTER

THE TOWN'S MOBILE HOME REPAIR/REPLACEMENT PROGRAM

IN THE AMOUNT \$540,000

AGREEMENT

between

TOWN OF DAVIE

and

CRISIS HOUSING SOLUTIONS

a DIVISION OF ADOPT A HURRICANE FAMILY, INC.

for

**2005 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
DISASTER RECOVERY INITIATIVE (DRI) FUNDS TO ADMINISTER
THE TOWN'S MOBILE HOME REPAIR/REPLACEMENT PROGRAM
IN THE AMOUNT \$540,000**

This Agreement is entered into by and between the TOWN OF DAVIE ("TOWN"), a municipal corporation of the State of Florida, and CRISIS HOUSING SOLUTIONS, a division of Adopt a Hurricane Family, Inc., a non-profit organization.

WITNESSETH, that, for and in consideration of the mutual terms and conditions, promises, covenants and payments, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the Parties.

- 1.1 **American Disability Act (ADA):** The ADA policy and procedures promulgated by Federal Law, Section 503 and 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 adopted by Broward County.
- 1.2 **Broward County Community Development Block Grant Program:** The Community Development Program applied for by Broward County and awarded by the United States Department of Housing and Urban Development as authorized pursuant to Title 1, Housing and Community Development Act of 1974, Public Law 93-383 as amended.
- 1.3 **CDBG DRI Funds:** Community Development Block Grant Disaster Recovery

Initiative (DRI) Funds; the monies provided by Broward County.

- 1.4 **Consolidated Plan:** Document submitted to HUD for the CDBG, ESGP, DRI, etc. Programs that serves as the planning document (comprehensive housing affordability strategy and community development plan) of the jurisdiction and an application for funding under any of the Community Planning and Development formula grant programs, which is prepared in accordance with the process prescribed in 24 CFR Part 91.
- 1.5 **Contract Administrator:** Whenever the term contract administrator is used herein it is intended to mean the Housing and Community Development Director or his designee. In the administration of this contract as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.6 **County:** Broward County, Florida, a political subdivision of the State of Florida.
- 1.7 **DCA:** Florida Department of Community Affairs.
- 1.8 **HUD:** United States Department of Housing and Urban Development.
- 1.9 **Income Eligible Families:** Very low income and low income families.
- 1.10 **Low Income:** one (1) or more natural persons or a family (including students) that have a total Annual Anticipated Gross Income for the household that does not exceed eighty percent (80%) of the median annual income adjusted for family size for households within the metropolitan statistical area (MSA), Broward County, or the non-metropolitan median for the State, whichever is greater.
- 1.11 **Project:** the project set forth in Article 3 hereof, and Attachment “A” Scope of Work/Project Description.
- 1.12 **Rule of DCA, Division of Housing and Community Development:** Rule No: 9BER06-1 F.A.C. Community Development Block Grant Disaster Recovery Funding.
- 1.13 **Rule and Regulations of HUD:** 24 CFR Part 570, “Community Development Block Grant Regulations”, 24 CFR Part 85, “Administrative Requirement for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Government”; OMB Circular A-133, “Audits of State and Local Government,” copies of which are incorporated herein by reference.
- 1.14 **Rules and Regulations of HUD Involving Waivers and Alternative Requirements:** waiver and alternative requirements applicable to the CDBG Disaster Recovery Grant to the State of Florida, as published in the Federal Register, Vol. 71, No. 168 (August 30, 2006)
- 1.15 **Project:** Community Development Services for 2005 Disaster Recovery Initiative

(DRI) funds for Davie's Mobile Home Repair or Replacement Program.

- 1.16 **Contractor/Sub-Recipient:** CRISIS HOUSING SOLUTIONS, a division of Adopt a Hurricane Family, Inc.
- 1.17 **Very Low-Income:** one (1) or more natural persons or a family, (including students), that have a total Annual Anticipated Gross Income for the household that does not exceed Fifty percent (50%) of the median family income for the area, as determined by HUD with adjustments for smaller and larger families.

ARTICLE 2 - PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective Parties, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Title I of the Housing and Community Development Act of 1974, P.L. 93-383, consolidated several existing categorical programs for community development into a single program of Community Development Block Grant (CDBG) for the purpose of allowing local discretion as to the determination of needs and priorities for a community development program. The needs and priorities of community development in Broward County were determined through consultation with representatives of the community participating in the Broward County CDBG Program.
- 2.2 The State of Florida is prioritizing housing recovery with the Disaster Recovery Initiative (DRI) funds, and the allocation methodology was based on a scoring process using FEMA housing damage estimates, and targets funding to the "hardest hit" areas. The DCA coordinated with the Housing Finance Corporation and the Governor's Office to compile damage assessment data relating to Hurricane Wilma.

Directing funding to the "hardest hit" areas ensures that counties with the greatest disaster recovery housing needs are targeted for funding in amounts adequate to make a significant impact in the severity of local circumstances. The scoring mechanism has taken four (4) indicators into consideration: Percentage of units damaged in each County (based on verified FEMA inspections); Percentage of the State total destroyed units in each County (again, based on verified FEMA inspections); Percentage of a County damaged units attributed to households with income up to \$30,000, to measure level of low income needs; and Percentage of the State's total temporary units that were placed in each County.

- 2.3 Pursuant to Rule No. 9BER06-1 F.A.C. "Community Development Block

Grant Disaster Recovery Initiative (DRI) Funding and, 24 C.F.R. 570.200 (a) and 570.301 of the Rules and Regulations of HUD including the Waivers and Alternative Requirements as stated in Section 1.13 of this Agreement, the Project was included in the Broward County Community Development submission to DCA, as amended. It was determined that the Town of Davie's Mobile Home Repair or Replacement Program, funded under this project, will address one (1) or more of the following (3) national objectives:

2.3.1 Activities benefiting low and moderate (L/M) Income Persons are the following:

- a. L/M Income Area Benefit Activities;
- b. L/M Income Limited Clientele Activities;
- c. L/M Income Housing Activities; and
- d. L/M Income Creation or Retention Activities

2.4 The TOWN desires to disburse funds to CRISIS HOUSING SOLUTIONS. However, TOWN must obtain assurances from CRISIS HOUSING SOLUTIONS assures TOWN, that CRISIS HOUSING SOLUTIONS will comply with Florida statutes, rules and regulations and applicable TOWN codes and regulations to the work and services to be provided under this Agreement and the Consolidated Plan, as a condition precedent to the release of such funds.

ARTICLE 3 – PROJECT: MOBILE HOME REPAIR OR REPLACEMENT PROGRAM

3.1 CRISIS HOUSING SOLUTIONS agrees to provide services for the implementation of the Disaster Recovery Initiative (DRI) Project consistent with the General Scope of Services specifically set forth in Exhibit "A," and Exhibit "B" attached and by this reference made a part of this Agreement. Additionally, CRISIS HOUSING SOLUTIONS shall abide by, and comply with the requirements contained in the DCA Exhibit 4 entitled "Florida Department of Community Affairs 2005 Disaster Relief Construction Contracts Supplemental Conditions" herein made a part of this Agreement by Reference.

CRISIS HOUSING SOLUTIONS agrees to implement the General Scope of Services immediately upon TOWN'S notice, and shall provide the agreed services for the duration of this Agreement's term.

3.2 CRISIS HOUSING SOLUTIONS agrees that funds received will only be used to assist in the repair of wind-storm rated mobile homes; or, in the event an existing mobile home in need of repair is not wind-storm rated, or can not be brought up to Code, a new, refurbished and/or previously-owned mobile/manufactured home will be used to replace the existing unit. The funds to be expended by CRISIS

HOUSING SOLUTIONS shall cover the cost of removal of three (3) existing sub-standard units, purchase and transport (delivery) and installation of two (2) new, refurbished and/or previously-owned units and the projected purchase of sixteen (16) pre-owned windstorm rated units at an average cost of Twenty-one Thousand dollars (\$21,000.00) per unit including closing fees, title transfer costs, etc. CRISIS HOUSING SOLUTIONS agrees that the TOWN will carry out periodic monitoring and evaluation activities as determined necessary by the TOWN. Such evaluation will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to Project(s) scheduling, budget, in-kind contributions and output measures. Upon request CRISIS HOUSING SOLUTIONS agrees to furnish to the TOWN or its designee, such records and information, including CRISIS HOUSING SOLUTIONS shall submit quarterly and final reports, and at other times upon the request of the TOWN.

ARTICLE 4 - TERM OF AGREEMENT

This Agreement shall commence upon full execution by both Parties and shall end at the grant close-out, unless terminated earlier as provided for herein. Notwithstanding, any extension for completion as provided and agreed to by Broward County shall also extend to this agreement with CRISIS HOUSING SOLUTIONS.

ARTICLE 5 - FUNDING AND METHOD OF PAYMENT AND PROVISION RELATING TO THE USE OF THE FUNDS

- 5.1 The maximum amount payable by TOWN under this agreement shall be Five Hundred Forty Thousand and 00/100 dollars (\$540,000). CRISIS HOUSING SOLUTIONS shall be permitted to utilize not more than Sixty-Four Thousand Eight Hundred and 00/100 Dollars (\$64,800) for service delivery costs. Such service delivery costs shall be deducted from the \$540,000 maximum amount payable as hereinabove provided.
- 5.2 CRISIS HOUSING SOLUTIONS shall provide TOWN with an executed original of any contracts authorizing the work to be done on the Project or purchase of new, refurbished and/or previously-owned mobile homes.
- 5.3 CRISIS HOUSING SOLUTIONS shall submit a certified copy of the purchase order authorizing the services for which it is invoicing.
- 5.4 CRISIS HOUSING SOLUTIONS shall submit a certified copy of the contractor's invoice stating the services rendered and the date the services were rendered.
- 5.5 CRISIS HOUSING SOLUTIONS or the authorized representative shall certify that the work that is being invoiced for purchase of a new, refurbished and/or previously-owned windstorm rated mobile home has been completed.
- 5.6 CRISIS HOUSING SOLUTIONS shall disclose to TOWN any and all third party

funding, whether public or private, for the Project. No TOWN funding shall be used to supplant existing third party funding.

- 5.7 Upon receipt of invoices, reports and other materials, the TOWN shall review such bid awards, contract, reports and invoices to determine whether the items invoiced have been completed and that the invoiced items are sufficient for payment.
- 5.8 CRISIS HOUSING SOLUTIONS agrees to complete installation of two (2) FEMA units and purchase sixteen (16) previously-owned windstorm rated mobile home(s) within the term of this Agreement as provided in Article 4. All funds not expended within the term of this Agreement shall remain in the custody and control of the TOWN or BROWARD COUNTY.

ARTICLE 6 - ASSURANCE

- 6.1 CRISIS HOUSING SOLUTIONS agrees to comply with all applicable Federal, State, County and Local laws, ordinances, and codes and regulations, including but not limited to 24 CFR 24 Part 92, as may be amended from time to time. Any conflict or inconsistency between the above Federal, State, or County guidelines or regulations, this Agreement shall be resolved in favor of the more restrictive guidelines or regulations.
- 6.2 CRISIS HOUSING SOLUTIONS agrees to act in accordance with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which states that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which SUB-RECIPIENT receives State financial assistance and will immediately take any measures necessary to effectuate this Agreement.
- 6.3 CRISIS HOUSING SOLUTIONS agrees, if applicable, to inform affected persons of the benefits, policies, and procedures provided for under CDBG regulations.
- 6.4 CRISIS HOUSING SOLUTIONS agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
- 6.5 CRISIS HOUSING SOLUTIONS agrees further that it shall be bound by these standard terms and conditions contained in this Agreement and such other rules, regulations or requirements as TOWN may reasonably impose, in addition to the aforementioned assurances provided at, or subsequent, to the execution of this Agreement by the Parties.
- 6.6 CRISIS HOUSING SOLUTIONS agrees to act in accordance with Section 503 and 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities

Act of 1990 in addressing the problem of discrimination against individuals with disabilities in such areas as employment, housing, public accommodations, education, and transportation.

- 6.7 CRISIS HOUSING SOLUTIONS shall comply with Title I and Title II of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and in State and local government services, in the course of providing any services funded in whole or in part by TOWN.

ARTICLE 7 - FINANCIAL RESPONSIBILITY

- 7.1 CRISIS HOUSING SOLUTIONS, gives TOWN or their authorized representative, access to and the right to examine all records, books, papers, or documents relating to the performance of this Agreement.
- 7.2 CRISIS HOUSING SOLUTIONS agrees that if it or its subcontractors have caused any funds to be expended in violation of this Agreement, CRISIS HOUSING SOLUTIONS shall be responsible to refund such money in full to TOWN, and if this Agreement is still in force, any subsequent request for payment shall be withheld by TOWN until paid.
- 7.3 CRISIS HOUSING SOLUTIONS agrees and understands that all funding authorization through CDBG DRI FUNDS shall be used only for eligible activities specifically outlined in this Agreement. CRISIS HOUSING SOLUTIONS shall demonstrate significant material progress within the timetable in Exhibit "B", attached and by reference made a part of this Agreement.
- 7.4 In the event CRISIS SOLUTIONS does not materially progress to accomplish the General Scope of Services under this Agreement, failing to evidence or commence within this Agreement's term, the remaining balance of funds established for CRISIS HOUSING SOLUTIONS shall revert to TOWN as provided in this Agreement.
- 7.5 CRISIS HOUSING SOLUTIONS agrees to submit all Invoices for CDBG DRI funds in accordance with the terms and conditions of this Agreement and any rules and regulations incorporated herein.
- 7.6 CRISIS HOUSING SOLUTIONS shall have an adequate financial system and internal fiscal controls in accordance with TOWN requirements.

ARTICLE 8 - INDEMNIFICATION AND INSURANCE

- 8.1 CRISIS HOUSING SOLUTIONS shall indemnify and hold the TOWN harmless against any and all liability arising from CRISIS HOUSING SOLUTIONS activities related to providing services as defined by this Agreement in Exhibit "A" attached hereto.

- 8.2 CRISIS HOUSING SOLUTIONS shall maintain throughout the term of this Agreement any and all applicable insurance required by Florida law and shall furnish to the TOWN written verification of such insurance upon request by the TOWN.

ARTICLE 9 - TERMINATION

This Agreement shall commence upon execution by all parties, and shall end upon the Grant closeout unless terminated earlier pursuant to the terms of this Agreement. Notwithstanding, any extension for completion as provided and agreed to by Broward County shall also extend to this agreement with CRISIS HOUSING SOLUTIONS.

ARTICLE 10 - SUSPENSION OF PAYMENTS

The Parties agree that the following events are sufficient cause for suspension of payments. Such events include, but are not limited to:

- 10.1 Ineligible use of CDBG Disaster Recovery Initiative (DRI) Funds; or
- 10.2 Submittal of incorrect, incomplete or fraudulent reports in any material respect.

ARTICLE 10a – NOTICE

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR TOWN:

Giovanni Moss, Director
Housing and Community Development
4700 Southwest 64th Avenue, Suite D
Davie, Florida 33314

CRISIS HOUSING SOLUTIONS a Division of
ADOPT A HURRICANE FAMILY, INC.
Craig Vanderlaan, Executive Director
Crisis Housing Solutions
4700 Southwest 64th Avenue, Suite C
Davie, Florida 33314

ARTICLE 11 - MISCELLANEOUS

- 11.1 **NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT.** CRISIS HOUSING SOLUTIONS shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. SUB-RECIPIENT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by TOWN, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CRISIS HOUSING SOLUTIONS shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility. CRISIS HOUSING SOLUTIONS' decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.
- 11.2 **INDEPENDENT CONTRACTOR.** CRISIS HOUSING SOLUTIONS is an independent contractor under this Agreement. Services provided by CRISIS HOUSING SOLUTIONS shall be performed by employees of CRISIS HOUSING SOLUTIONS subject to supervision by CRISIS HOUSING SOLUTIONS, and shall not be deemed officers, employees, or agents of TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CRISIS HOUSING SOLUTIONS, which policies of CRISIS HOUSING SOLUTIONS shall not conflict with TOWN or State of Florida policies, rules or regulations relating to the use of these funds provided for under this Agreement.
- 11.3 **PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to these matters; and, the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms shall be predicated upon any prior representations or agreements whether oral or written.
- 11.4 **AMENDMENTS.** TOWN may, in its discretion, amend this Agreement to conform to changes in Federal, State, Local, County and/or CDBG DRI guidelines, directives, and objectives. Such amendments shall be incorporated by

written amendment as a part of this Agreement and shall be subject to approval of the Town Council, that change the term of the Agreement, reduce the funding, or change the Project, so long as the Project consists of eligible activities under 24 CFR Part 92. Except for the provisions as set forth herein, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 11.5 ASSIGNMENT. CRISIS HOUSING SOLUTIONS shall not transfer or assign the performance of services called for in this Agreement.
- 11.6 REPORTS, PLANS AND OTHER AGREEMENTS. All reports, plans, surveys, information, documents, maps and other data procedures developed, prepared, assembled, or completed by CRISIS HOUSING SOLUTIONS, for the purposes of this Agreement shall become the property of TOWN without restriction, reservation or limitation of their use and shall be made available by CRISIS HOUSING SOLUTIONS at any time upon request by TOWN. Upon completion of all work contemplated under this Agreement, copies of all of the above data shall be delivered to the Contract Administrator.
- 11.7 CONFLICT OF INTEREST. CRISIS HOUSING SOLUTIONS covenants that no person who presently exercises any functions or responsibilities in connection with the Agreement or any individual has any personal financial interest, and for one (1) year following Project completion or Agreement's term, whichever is later. Any possible conflicting interest on the part of CRISIS HOUSING SOLUTIONS, its employees, or agents, shall be disclosed in writing to TOWN.
- 11.8 CONFLICTS. Neither CRISIS HOUSING SOLUTIONS, nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with the CRISIS HOUSING SOLUTIONS, loyal and conscientious exercise of judgment related to its performance under this Agreement. CRISIS HOUSING SOLUTIONS agrees that none of its employees shall, during the term of this Agreement, serve as an adverse or hostile witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of TOWN in any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding regarding this Agreement. In the event CRISIS HOUSING SOLUTIONS is permitted to utilize subcontractors to perform any services required by this Agreement, CRISIS HOUSING SOLUTIONS agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.
- 11.9 EXECUTION. This document shall be executed in three (3) counterparts, each of which shall be deemed to be an original.

- 11.10 CHOICE OF LAW; WAIVER OF JURY TRIAL. Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sites, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise, each Party waives any rights it may have to a trial by jury of any such litigation.
- 11.11 THIRD PARTY BENEFICIARIES. Neither CRISIS HOUSING SOLUTIONS, nor TOWN intends to directly or substantially benefit a third party by this Agreement, except the Hurricane Victim, whose property is being improved. Notwithstanding that exception, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement, except as provided herein.

IN WITNESS WHEREOF, the TOWN OF DAVIE and CRISIS HOUSING SOLUTIONS have executed this agreement the day and year first above written.

TOWN OF DAVIE

ATTEST:

BY: _____
Mayor/Council Member

Russell Muniz, CRM, Town Clerk

APPROVED AS TO FORM:

Town Attorney

State of Florida
County of Broward

The Foregoing instrument was acknowledged before me, the undersigned Notary Public in and for the State of Florida, on this, the ____ day of _____, 2009 by Russell Muniz, CRM, City Clerk, and Judy Paul, Mayor, respectively.

Notary Public, State of Florida

NOTARY PUBLIC
SEAL OF OFFICE

Printed, typed or stamped name of Notary
Public exactly as commissioned

Individuals who signed are personally known: no identification produced.

Witness

CRISIS HOUSING SOLUTIONS, a
Division of Adopt a Hurricane
Family, Inc.

By: _____

Print Name:

Title: _____

State of _____
County of _____

On this, the ____ day of _____, 2009, before me, the undersigned Notary
Public of State of _____, the foregoing instrument was acknowledged by
_____ (name of corporate officer), _____ (title), of
_____ (name of corporation), a _____ (state of
incorporation) corporation, on behalf of the corporation.

WITNESS my hand
And official seal

Notary Public, State of Florida

Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me or produced identification

EXHIBIT A

General Scope of Services

Mobile Home Repair or Replacement Program: Repair mobile homes, or, if mobile home can not be brought up to code (i.e., wind-storm rated) a new or refurbished mobile home will be purchased to replace the existing unit. The DRI Grant will cover the cost of removal of the sub-standard unit, purchase of new unit, and installation. In addition, 16 non-FEMA pre-owned windstorm rated mobile homes will be purchased with additional funding and provided to 16 households not assisted with FEMA Mobile Homes following recertification to determine current eligibility

Justification: After Hurricane Wilma in 2005, 832 mobile homes were completely destroyed or severely damaged. Many Davie residents were uninsured or did not receive sufficient assistance to repair damages. Many of these mobile home residents have been displaced, are living in over-crowded or sub-standard situations, and many are in peril of becoming homeless. This program will provide much needed affordable, safe, secure and, sustainable housing to these displaced mobile home residents.

Scope of Services: A minimum of 18 Davie households will be assisted during the term of this Agreement. CRISIS HOUSING SOLUTIONS in cooperation with the Town's Housing and Community Development Director, will develop program guidelines; and, will, at a minimum, be responsible for the following items:

- Verification that clients are Davie Hurricane Wilma Victims
- Third-party income-verification (banks statements, employment, etc.)
- Case management of eligible clients
- Contracting for the repair of eligible mobile homes
- Contracting for the demolition and removal of three (3) mobile homes determined to be not suitable for repair
- Contracting the complete transport and set-up of the two (2) FEMA mobile homes
- Verification of mobile home park approval for placement of FEMA mobile homes for eligible Davie Hurricane Wilma Victims
- Purchase of 16 non-FEMA pre-owned windstorm rated mobile homes for award to 16 eligible households

Budget: Service Delivery Fee – Up to \$64,800

Exhibit B

Project Schedule/Timeline Table

The table below lists the main work tasks required to complete project objectives before the term of the agreement expires.

Work Task	Start-Up Date	Date of Completion
Secure Contract Services and Costs for Three (3) FEMA Units	June 3, 2010	September 11, 2010
Recertify Eligibility of 16 Clients (3 rd Party Income Verification)	June 3, 2009	August 1, 2010
Complete Placement: (Transport and Complete Set-up of Units)	June 3, 2010	June 30, 2010
Purchase 16 Windstorm Rated Mobile Homes	June 3, 2010	August 31, 2010
Award 16 Windstorm Rated Mobile Homes to Eligible Clients	September 1, 2009	Grant Closeout